



AIRTEL MONEY SERVICES APPLICATION FORM

Airtel Mobile Commerce Zambia
Airtel House
Stand 2375
Corner of Addis Ababa drive &
Great East Road

BUSINESS DETAILS	
Business Registered Name	
Business Trading Name	
Parent company name (if applicable)	
Registration number (registration doc)	
TIN Number	
Business Location	
Nature of business (Sector)	

SHAREHOLDERS/PARTNERS/TRUSTEES' DETAILS			
	Name	Nationality	% of Ownership
Shareholder 1			
Shareholder 2			
Shareholder 3			
Shareholder 4			
(Use separate sheet for in case of more than 5 shareholders)			TOTAL
If shareholder is an individual, please provide a certified copy of ID. If shareholder is an entity with more than 20%, please provide additional details of beneficial owners.			100%
Provide a stamped copy of Directors' listing from Patents and Registration Company (PACRA) or equivalent from country of incorporation/registration			

CONTACT DETAILS			
Details of contact person 1		Details of contact person 2 /Key personnel	
Full Name**		Full Name**	
Job Title		Job Title	
Address (City)		Address (City)	
Phone No.		Phone No.	
Alternative phone No.		Alternative phone No.	
Email address		Email address	
Signature		Signature	

****Attach a certified copy of valid ID (Passport, National Registration Card, Driver's License) for each person identified**

AIRTEL MONEY SERVICE REQUESTED (✓)	
<input type="checkbox"/> Airtel Money Collection	<input type="checkbox"/> Airtel Money Disbursement
<input type="checkbox"/> Cash Management Solution	
<input type="checkbox"/> Others (please specify)	Agreed Tariff
Reason/purpose of transactions	

BANK DETAILS	
Bank Name	Branch
Account Number	Account Name
Swift code	Branch Sort Code

CUSTOMER DECLARATION	
I/We confirm that the information given is true and complete, and by signing this form I/We accept the terms and conditions for Airtel Money services, signed this _____ day of _____ 20_____	
Name of Authorized Person 1:	Designation: Sign: _____
Name of Authorized Person 2:	Designation: Sign: _____

FOR OFFICE USE ONLY

PROVISIONING DETAILS	
Merchant MSISDN	Merchant Paybill Number
Enterprise MSISDN	Enterprise Paybill Number

Title	Name	Signature	Date
Key Account Manager			
AM Operations Manager			
Airtel Money Director			

Any Client opening an account with Airtel Money (whether resident or non-resident) will be deemed to have read and understood and accepted to be bound by the Airtel Money Terms and Conditions as hereinafter contained:

1. DEFINITIONS

'Agreement' shall collectively mean these Terms and Conditions, the Application Form, Fee Schedule and the Airtel Money Standard Operating Procedures.

'Airtel Money Bank Account' shall mean an account held with any of Airtel Money's Bankers where Real Money is deposited by the Client in order to acquire corresponding E-Value.

'Airtel Money Service' shall mean the payment system service operated and owned by Airtel Money.

'Airtel Money Standard Operating Procedures' shall mean the Airtel Money standard operating procedures for the processing of transactions on behalf of the Client using the Airtel Money Service as may be changed from time to time.

'Airtel Money Terms and Conditions' shall mean these Airtel Money terms and conditions as may be amended from time to time.

'Airtel' shall mean the telecommunications service provider on whose network the Airtel Money Service is hosted and operated.

'Cash Collection Service' shall mean the service extended to Customers through the Airtel Money Service, for the payment of the Receivables.

'Cash Payment Service' shall mean the service extended to the Client for the payments to Customers.

'Client's Bank Account' shall mean a bank account designated by the Client to which Receivables are to be credited in the form of Real Money.

'Cash Disbursement Service' shall mean the service extended to the Client for the processing of cash bulk disbursement to Customers.

'Client's Collection Account' shall mean an Airtel Money account held in the name of the Client to which Receivables in E-Value are credited.

'Client's MSISDN' shall mean the Client's designated AIRTEL mobile number as shall be advised by the Client, where all payments shall be made through and where AIRTEL will be crediting E-Value.

'Client's Payments Account' shall mean an account held by the Client with Airtel Money with E-value equivalent to real-money deposited in the Airtel Money Bank Account by the Client to be used for payments to Customers.

'Confidential Information' shall without limitation include any information relating to the subject matter of the Agreement, any trade secret, know-how or process that is shared pursuant to this Agreement, whether or not such information is expressly labelled as confidential

'Customer' shall mean third parties who are Airtel Money Service users and who make and/or receive payments to/from the Client using the Airtel Money Services.

'Effective Date' shall be the date upon which the Client executes these Terms and Conditions by opening an Airtel Money Bank Account and by successfully completing KYC vetting procedures conducted on the Client by Airtel Money.

'E-Value' means the electronic value recorded in an E-Value Account, such electronic value representing that E-Value Account holder's entitlement to an equivalent amount of the Real Money held in a Bank Account.

'Fee' shall mean the fees charged by Airtel Money to the Client for the Airtel Money Services as described and amended in the Fee Schedule and subject to changes from time to time.

'Force Majeure' shall mean any event or circumstance which affects either party and is not within the reasonable control (directly or indirectly) of the Party affected, to the extent that such event or circumstance or its effects cannot be prevented, avoided or removed by such party acting in accordance with prudent operating practice.

'Integrator' shall mean an entity, generally technical in nature offering IT solution to third parties such as banks and utilities, which run hubs enabling them bridge MNOs and third parties through a single integration for provision of cash collection services.

'National Anti-Money Laundering Laws and Regulations' means the current legislation, primary and subsidiary, on anti-money laundering in the Republic of [country].

'Personal Data' means any information regarding Client and/or Customer's personal information.

'Real Money' means Zambian Kwachas being the lawful currency of the Republic of Zambia.

'Receivables' shall mean the payments due to the Client by its Customers and made using the Airtel Money Service.

'Web Interface' shall mean an Internet based platform that will allow the Client to see details on payments to and from Customers.

2. SCOPE

Airtel Money shall provide the Client with Cash Collection Services and/or Cash Payment Services using the Airtel Money Service, which will run off an Airtel SIM card Tool Kit on the Airtel Network. The Client will be able to make premium payments using Airtel money payment system.

3. DURATION

The Agreement shall be for an initial duration of twenty-four (24) months (the 'Initial Term') from the Effective date and shall upon expiry of the Initial Term, be automatically renewed for further like terms (each period being a 'Renewed Term') on the terms and conditions described herein unless terminated in accordance with this Agreement.

4. FEES AND CHARGES

The Client shall pay Airtel Money such Fees as may be charged by Airtel Money from time to time based on the particular Airtel Money Service provided. Airtel Money fee charged to the client shall be exclusive of applicable taxes and other statutory charges as per applicable laws. Airtel Money shall reserve the right to amend the Fees payable for the Airtel Money Service from time to time.

5. DISBURSEMENT, COLLECTION AND TRANSMISSION OF FUNDS

(i) Cash Collection Service

The Receivables collected in a given day will be remitted to the Client's Collection Account from where the Real Money will be transmitted to the Client Bank Account within twenty-four (24) hours less the applicable fees for the aggregate Cash Collection Service transactions recorded in the concerned business day.

Airtel Money will provide the Client with full details of Receivables collected by Airtel Money via the Web Interface, which the Client shall be able to access using credentials provided by Airtel Money

(ii) Cash Management Solution (CMS)

The Client shall deposit Real Money into the Airtel Money wallet, which shall be remitted to the Client's Payments wallet for processing of Cash Payment Services to Customers. The Cash Payment Services shall be executed in accordance with Airtel Money's Standard Operating Procedures as may be amended from time to time. Funds transferred using the Cash Management Service shall include the applicable Fees for the Service, which shall be netted off by Airtel Money simultaneously with the completion of the relevant Cash Management Service transaction.

(iii) Cash Disbursement Service

The Client shall deposit Real Money into the Airtel Money Bank Account which shall be remitted to the Client's Payments Account for processing of Cash Disbursement Services to Customers. The Cash Disbursement Services shall be executed in accordance with Airtel Money's Standard Operating Procedures as may be amended from time to time. Funds transferred using the Cash Disbursement Payment Service shall include the applicable Fee for the Service Which Fees

shall be netted off by Airtel Money simultaneously with the completion of the relevant Cash Disbursement Service transaction.

6. REVERSAL

The Client shall within 72 hours or any earlier period initiate and complete reversal transactions where a payment made to it, is manifestly made in error. Where the Client fails to do the reversal and in the event of manifest error, the Client consents to Airtel Money initiating and completing said reversal. At all times, Airtel Money shall only make the reversal having due regard to the circumstances of the erroneous payment and in good faith. In the event a dispute arises in relation to clause 6, Airtel Money may suspend the Client's Payment Account if required to solve the dispute amicably.

7. STANDARD OF PERFORMANCE

Airtel Money shall perform the services and carry out its obligations under these Terms and Conditions with all due diligence and efficiency in accordance with the generally accepted techniques and practices commonly recognized by the industry.

The Client acknowledges that the Airtel Money Service is not fault free and the quality and availability of the Airtel Money Service may be affected by factors outside the control of Airtel Money which may include but not be limited to factors such as local geographic or physical obstructions, atmospheric conditions and other causes of radio interference as well as faults in other telecommunication networks to which the Network is connected or dependent. Airtel Money shall therefore bear no liability for any loss suffered by the Client by reason of any of the foregoing events.

8. OBLIGATIONS OF THE CLIENT

No Account shall be opened by Airtel Money unless the account opening form is fully completed and the requisite supporting documents (including KYC) attached and attested by the required authorities. Upon submission of duly completed account opening forms, Airtel Money will generate a Client's MSISDN for the Client and its Customer's use in accordance with Airtel Money policies. The Client shall under these Terms and Conditions : (i) provide only valid and acceptable means of Identification before opening any Account; (ii) advise Airtel Money promptly in the event of any changes or re-organization of the Client and any other relevant departments which may have a material implication on the operations of the Service; (iii) ensure appropriate system safeguards are in place to protect the unauthorized access to and/or use of or tampering with of information held by the Client in connection with these Terms and Conditions; (iv) initiate withdrawal request instruction to Airtel Money for redemption of accrued E-Money; (v) authorize Airtel Money to debit charges and fees to its Airtel Money Account for providing the Service. The Client will ensure it gives a 72-hour lead time to Airtel Money in sharing payment schedules of beneficiaries to be paid under the Cash Payment Service. The Client shall also be responsible for screening such beneficiaries in accordance with the applicable Anti - Money Laundering and Financial intelligence laws and regulations.

9. PROHIBITED CONDUCT, PURPOSES AND USAGE OF SERVICES

The Client shall ensure that it does not use the Airtel Money Service for any purposes contrary to or in breach of any law, regulations or rules. The Client further undertakes not to use the Services to: (i) conduct any business that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful (ethnically or otherwise objectionable) or racial; (ii) impersonate any person or entity, including, but not limited to, Airtel Money employee or official, beneficiary or falsely misrepresent an affiliation with a person or entity; (iii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Airtel Money

service; (iv) conduct any business that causes or permits the uploading, posting, emailing, transmission or otherwise making available any content or information that it does not have a right to make available under any law or under contractual or fiduciary relationships (such as but not limited to inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under a non-disclosure agreement); (v) conduct any business that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any Party; (vi) conduct any business whether unsolicited or not, relating to or remotely connected to SPAM, junk mail, pyramid schemes, pornography, gaming, gambling or other form of solicitation; (vii) conduct any business that causes or permits the uploading, posting, emailing, transmission or otherwise making any material that contains software viruses or any other computer code, files or programs designated to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (viii) conduct any business that interferes with or disrupts the Services, Airtel Money or Airtel servers, networks connected to the Services, or disobeys any requirements, procedures, policies or regulations of networks connected to the Services; (xi) conduct any business that intentionally or unintentionally violates any applicable local or international law, including, but not limited to, laws and regulations promulgated by the Communications and Financial Services Authorities or any regulations having the force of law; or (x) collect or store Personal Data about Customers without their express prior permission.

10. AIRTEL LIEN AND OFFSET

The Client acknowledges and accepts that Airtel Money shall have the right to offset any amount standing to the credit of the Client's Collections Account to satisfy any debts (older than 30 days and which remain unpaid despite notice to settle being provided to the Client) owed by the Client to Airtel for any telecommunications services rendered by Airtel.

11. WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

The Client represents and warrants that none of its senior officers or directors (has) ever been convicted of any crime (other than minor offences), and (ii) has ever been charged of any crime relating to fraud, embezzlement, theft, money laundering, financing terrorism or financing any terrorist organizations, receiving stolen property or illegal drugs. If any of these representations cease to be true, the Client shall notify Airtel Money in writing within forty-eight (48) hours. Either party (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party"), and keep so indemnified from and against any direct loss, damage or liability, whether criminal or civil, suffered, any legal fees and costs incurred by the Indemnified Party resulting from a material breach of these Terms and Conditions by the Indemnifying Party including breaches caused by any negligent act, error or omission of the Indemnifying Party provided that the liability has not been incurred directly through any default of the Indemnified Party in relation to its obligations under the Agreement. Without prejudice to any other provisions of these Terms and Conditions, each party agree to indemnify the other and keep the other indemnified for and against all proceedings, costs, howsoever suffered and/or incurred arising out of any infringement or alleged infringement of any intellectual property rights arising as a result of their obligations under this Agreement. The Client shall indemnify, hold harmless and defend Airtel Money against, and pay any final judgment awarded against Airtel Money, resulting from third party claims arising from the use of the Services leading to loss or damage attributable to the Client's negligence, recklessness, delay or failure to receipt or acknowledge a Customer's payment after the Customer has effected a merchant transaction to the merchant on Airtel Money System. Airtel Money shall not be liable to the Client for any

loss arising out of a failure of the Airtel Money Services or such other failure that is outside its reasonable control. Airtel Money shall not be liable to the Client or to any other person where: (i) the Client has entered incorrect details on the account opening form, (ii) the transaction amount sought by the Customer is below the minimum or above the maximum limits as communicated by Airtel Money from time to time; (iii) the Client and/or Customer has entered incorrect details and the payment is made to the wrong Airtel Money Account; (iv) the Client's software or internet provider's service is not operational; (v) the transaction is duplicated, suspicious or fraudulent resulting in losses to a third party whether arising out of system malfunction, error or failure, negligence on the part of the Bank, its agents, its Integrator or its employees, (vi) the transaction details received are incorrect; (vii) the merchant's or Customer's receipt of funds is intercepted by legal process or encumbrance restricting the transfer; (ix) unforeseen or unpredictable circumstances prevent the execution of a transaction despite any reasonable care taken by Airtel Money to prevent it.

12. CONFIDENTIALITY

Each Party agrees to keep the Confidential Information confidential and agrees that it shall not without the prior written consent of the owner of the Confidential Information, disclose such Confidential Information either directly or by its representatives, employees and/or agents, to any person or in any manner whatsoever, in whole or in part. Confidential Information shall not be used for purposes other than the purposes of these Terms and Conditions.

13. TERMINATION

(i) Termination for Convenience

Either Party shall have the right to terminate these Terms and Conditions at any time for convenience by giving to the other Party thirty (30) days prior written notice.

(ii) Termination for Breach

If either of the Parties is in breach of any material obligation imposed on it under terms of this Agreement and fails to remedy such breach within a period of thirty (30) days from the date on which written notice is given to remedy such breach, the other Party shall, without prejudice to any other remedy, be entitled to terminate the Agreement forthwith.

(iii) Termination by Airtel Money

Airtel Money may terminate the Agreement forthwith and without assigning any reasons where:

- (i) The Client is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors;
- (ii) The Client uses or is reasonably suspected of using the Airtel Money Services contrary to the Agreement or the law.

14. GOVERNING LAW AND JURISDICTION

The Agreement, its validity, construction and interpretation shall be subject to the exclusive jurisdiction of Zambian Laws.

15. DISPUTE RESOLUTION

In the event that any dispute arises the Parties shall use reasonable endeavors to resolve the dispute amicably. In case the parties are not able to settle the same, then, any Party may elect to refer the matter to court of competent Jurisdiction.

16. AMBIGUOUS TRANSACTION

The biller/collector must respond to or address customer queries related to merchant/bill payments including ambiguous transactions within 24 hours otherwise Airtel Money shall roll back the collected amount back to the customer if Biller/collector fails to resolve or give feedback to Airtel Money within 48 hours.

For purposes of this clause "Ambiguous transaction" means transactions where AIRTEL MONEY has successfully collected funds from subscriber/payer but AIRTEL MONEY Platform did not receive response from the Biller or the response received is unclear to Airtel Money. In these cases, the funds collected are held in

suspense account and are neither accessible by biller nor subscriber.

In case of any other transactions with potential of revenue loss which is caused by a system change, error or a glitch the biller/collector shall report the incident to Airtel Money immediately for proper action.

17. WAIVER

The waiver by either Party of any breach of any of the provisions of these Terms and Conditions shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall delay or omission on the part of the aggrieved party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder operate as a waiver of any breach or default by the other Party.

18. ASSIGNMENT

The Client shall not assign or otherwise transfer any of its rights under the Agreement or any interest herein without the prior written consent of Airtel Money. Airtel Money may assign any of its rights or obligations under the Agreement without the consent of the Client.

19. NOTICES

Any notice, request or consent required or permitted to be given or made pursuant to the Agreement shall be in writing and served at the registered office of the receiving party or its duly authorized representative.

20. FORCE MAJEURE

Neither Party shall be liable to the other Party for any failure to perform any of its duties and obligations under these Terms and Conditions where such failure is attributable to Force Majeure. Where such Force Majeure incident continues for a period exceeding thirty (30) days, the unaffected party shall be at liberty to terminate the Agreement.

21. SEVERABILITY

Any provision under the Agreement that is held to be invalid by a Court of competent jurisdiction shall not affect the remaining provisions and such remaining provisions shall continue to be binding upon the Parties.

22. GENERAL

These Terms and Conditions constitutes the entire Agreement between the Parties and supersedes any previous agreement or relationship in respect of the same matter. Unless otherwise stated herein, no variation to these Terms and Conditions shall be valid unless made in writing and executed by both Parties. These Terms and Conditions may be executed electronically and shall acknowledge electronic communications sent pursuant to it in accordance with the relevant laws.

I/We _____
Limited hereby confirm that we have read these Terms and Conditions, the Application Form, the Airtel Standard Operating Procedures and Fee Schedule and agree to be bound by them.

FOR AIRTEL MONEY ZAMBIA ZAMBIA:

Name: _____

Designation: _____

Signature: _____ Date: _____

Witness
Name _____ Sign: _____

FOR CUSTOMER:

Name: _____

Designation: _____

Signature: _____ Date: _____

Witness
Name _____

-----**Sign:**-----